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**agreement for consent, release, and authorization to use or disclose**

**Video and/or sound recording, photographs, and/or interview/testimonials (“Material(s)”)**

**American College of Physicians (ACP)**

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Philadelphia, PA 19106-1572

[www.acponline.org](http://www.acponline.org) | 215-351-2400

**Individual**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | **Date**: |  |
| **Address** |  |
| **City, State, Zip** |  |
| **Phone/Fax/Email** |  |

**Purpose of Use of Materials** (Photos/Audio-Visual/Interview/Testimonials)

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**Description of Materials** (Photos/Audio-Visual/Interview/Testimonials)

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**CONSENT TO PHOTOGRAPH/RECORD AND DISPLAY**

I, the participant, hereby voluntarily grant to ACP an irrevocable and perpetual license that grants to ACP, the unrestricted right, power and authority to, in whole or in part, use or disclose, in any domestic or foreign nation, my interview, testimonial, image, still photo, likeness and/or sound of my voice as recorded (the “**Material(s)**”), without payment, compensation, or consideration of any kind for use of the Material(s). Furthermore, I further hereby voluntarily and irrevocably grant to ACP the unrestricted right, power and authority to edit, reproduce, publish, print, distribute, transmit, copy, or otherwise exploit, in any way, in whole or in part, the Material(s), in any medium now known or later discovered (including, but not limited to, print or display of such Materials on the internet). I hereby waive the right to inspect or approve the Materials containing my likeness prior to distribution via print or display on the internet. ACP may use and/or reproduce such Material(s) without my prior written consent. I also understand that the Material(s) may be displayed on the internet in an electronic format and in an unrestricted geographic area.

Notwithstanding the foregoing, along with the consent set forth above, ***Check one:***

**Release of Material(s)**

If checked, I hereby grant ACP the right to use my name in conjunction with the display or dissemination of the above referenced Material(s).

**Anonymity**

If checked, I understand that my name will not be published, but that complete anonymity cannot be guaranteed.

**COPYRIGHTS**

* I understand and acknowledge that ACP is and shall remain the sole owner of any and all copyrights and other intellectual property rights in and to the Material(s).

**RELEASE AND INDEMNIFICATION**

* I hereby agree to release and forever discharge ACP and each of its employees, members, officers, directors, shareholders, affiliates, agents, representatives, successors, heirs, and assigns (collectively the "**Releasees**") from and against any and all responsibilities, liabilities, claims, demands, damages, costs, expenses, actions and causes of action, arising out of or in connection with the use of the Materials(s) or my likeness, including, but not limited to, any and all Claims for invasions of privacy, defamation, or infringement of copyright, including any and all liabilities incurred by ACP for reasonable attorneys’ fees and related costs and expenses (collectively the "**Claims**"); and
* I hereby agree to indemnify, save, and hold harmless the Releasees from and against any and all Claims of any kind resulting from or in any way related to the use of the Materials(s) or my likeness, including, but not limited to, any Claims related to the use of my name or image.

**REPRESENTATION AND WARRANTIES**

* I represent and warrant that no other party has any claim, interest, or right in and to my likeness, or the Material(s), or any of its contents.
* I hereby represent and warrant that I have the requisite legal authority necessary to enter into this Agreement and to grant the rights related to my name, image, recording or likeness provided related to the Materials hereunder to ACP.
* I hereby represent and warrant that any statement(s) made by me and displayed and/or recorded by ACP, is/are true and accurate, and that neither my statements nor my appearance violates or infringes upon any intellectual property rights, copyrights, trademarks, or any other proprietary or personal rights of any third party.
* **Personally Identifiable information.** I hereby represent and warrant that I will take any and all possible steps and measures to protect and not disclose any information, either alone or if combined with other information, that will allow third parties (i.e., viewers and/or listeners) to identify, distinguish, or trace any individual(s), when such information is provided on its own or combined with other information. If I am unable to protect the identity any individual(s) referenced during my recorded interview and/or presentation, I will refer to the individual(s) as “Mr. W” or “Ms. W,” or by a set of initials that cannot be utilized to identify such individual.
* In the event that I neglect or otherwise fail to protect the identity of any individual discussed during my recorded interview and/or presentation, I represent and warrant to ACP that if any of my interview and/or presentation contains any personally identifiable information that can be utilized to identify any third party, whether such information is provided in oral or written format, that prior to my presentation, I will obtain any and all necessary consents from any third parties allowing ACP to use and disclose such third party’s personally identifiable information during my interview and/or presentation and in the Material(s). I further represent and warrant that any such consent obtained by me from any third party shall be irrevocable and shall transfer and assign any and all rights, title, and interest in the Material(s) to ACP.
* Any consents required from third parties as described in the paragraphs above shall be in writing, signed by the third party and myself, and shall include the following provisions accepted by such third party that: (1) such third party agrees that his/her identity and/or personally identifiable information, whether written or oral, may be disclosed during my recorded presentation and/or interview; (2) such third party consents to the disclosure of their personally identifiable information in the dissemination of the Material(s); and (3) ACP has any and all right, title, and interest in and to the Material(s) and ACP shall be permitted to use or otherwise exploit, in whole or in part, with or without attribution to any third party, the Material(s) in any format whatsoever, including, but not limited to displaying such content on any of ACP’s website, in any of ACP’s journals, publications, or marketing materials, any other website or any other publication that hosts ACP’s journals, publications, or marketing materials or any of its content, print or digital, arising from my recorded presentation and/or interview. I acknowledge and agree that it is my obligation to inform any and all third parties whose personally identifiable information will be provided during my recorded presentation and/or interview that no third party will be permitted to review, edit, or approve any content that contains such third party’s personally identifiable information. I attest that I will indefinitely retain and provide to ACP, upon ACP’s request, any and all such executed informed consent forms.
* ***Check one:***

**If over 18;** I represent and warrant that I am over the age of majority in the state in which this authorization is executed and that I have full power and authority to execute this authorization.

**If under 18;** I, \_\_\_\_\_\_\_\_, am the parent/legal guardian of the individual named above; I have read this authorization and approve of its terms.

This Agreement shall be binding upon me, as well as any of my heirs, legal representatives, and assigns. The provision of this Agreement shall survive indefinitely. By signing this authorization I acknowledge that I have completely read and fully understand the above authorization and agree to be bound thereby.

**Individual Granting Authorization Date**